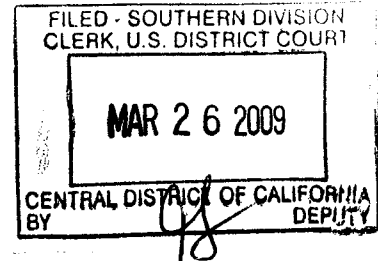


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**IN THE UNITED STATES DISTRICT COURT  
FOR THE CENTRAL DISTRICT OF CALIFORNIA**

MEDICAL INTERMEDIARIES, L.L.C.,  
A California Corporation,

Plaintiff/Counterdefendant

v.

AMERICAN STUDENT LOAN  
SERVICES, Inc., an Arizona Corporation,

Defendant/Counterclaimant.

AMERICAN STUDENT LOAN  
SERVICES, Inc., an Arizona Corporation,

Counterclaimant,

v.

MEDICAL INTERMEDIARIES, L.L.C.,  
A California Corporation,

Counterdefendant.

Case No: 8:08-CV-01059-AHS-MLG

~~[PROPOSED]~~ PROTECTIVE ORDER

**NOTE CHANGES MADE BY THE COURT**

Pursuant to stipulation of the parties, and for good cause,  
IT IS HEREBY ORDERED AS FOLLOWS:

1. For purposes of this Order:

[PROPOSED] PROTECTIVE ORDER

(i) The words “Confidential Information” mean and include all documents, information, materials and things that ASLS or MI reasonably believe contain or disclose confidential, non-public, proprietary, business, commercial, personal, and/or sensitive information such as financial data, proprietary or nonpublic commercial information, information involving a legitimate privacy interest, and other competitively sensitive information that is of a nonpublic nature; and

(ii) The words “Confidential Documents” mean and include any document that ASLS or MI (a) reasonably believe contains Confidential Information, and (b) mark either as “Confidential” or “Confidential – Counsel Only.”

2. ASLS or MI, by agreeing to this Order, are not waiving their respective rights to challenge any designation of any document, information, material or thing as “Confidential” or “Confidential – Counsel Only.”

3. No Confidential Documents shall be produced and no Confidential Information shall be disclosed to any agent of ASLS or MI, unless that person agrees to be bound by the terms of this Order by signing a document entitled “Agreement To Be Bound By Protective Order” (the “Agreement”) in the form attached as Attachment 1. The original signed Agreement shall be held by Counsel for the party who is disclosing the Confidential Documents or Confidential Information.

4. Confidential Documents and Confidential Information marked as “Confidential,” and any summaries, charts, or notes made therefrom, and any facts or information contained therein or derived therefrom (collectively, “Confidential Material”) may be disclosed only in accordance with this Order, and only to the Court and/or the following: (a) ASLS; (b) MI; (c) counsel for ASLS (“Defense Counsel”) and counsel for MI (“Plaintiff’s Counsel”); (d) Defense Counsels’ and Plaintiffs’ Counsels’ agents, employees, paralegals, or other secretarial and clerical employees; (e) experts, independent contractors, consultants, or advisors who are employed or retained by, or on behalf of, one or more of the Defense Counsel or Plaintiff’s Counsel to assist in preparation of this action for trial; (f) deponents and their counsel who have a need to

1 review this material during the course of, or in connection with, depositions to be taken in  
 2 this action; (g) stenographic reporters who are involved in depositions, the trial, or any  
 3 hearings or proceedings before the Court in this action; and (h) witnesses in this action  
 4 who need to review this material in connection with their testimony in this action.

5 5. Confidential Documents and Confidential Information marked as  
 6 “Confidential – Counsel Only,” and any summaries, charts, or notes made therefrom, and  
 7 any facts or information contained therein or derived therefrom (collectively,  
 8 “Confidential Material”) may be disclosed only in accordance with this Order, and only to  
 9 the Court and/or the following: (a) Defense Counsel and Plaintiff’s Counsel; (b)  
 10 Plaintiff’s Counsel and Defense Counsel’s agents, employees, paralegals, or other  
 11 secretarial and clerical employees; (c) experts, independent contractors, consultants, jury  
 12 consultants, graphics vendors, or advisors who are employed or retained by, or on behalf  
 13 of, one or more of the Plaintiff’s Counsel or Defense Counsel to assist in preparation of  
 14 this action for trial; (d) deponents and witnesses and their counsel who have a need to  
 15 review this material during the course of, or in connection with, their testimony to be  
 16 taken in this action; (e) stenographic reporters who are involved in depositions, the trial,  
 17 or any hearings or proceedings before the Court in this action; and (f) witnesses in this  
 18 action who need to review this material in connection with their testimony in this action.  
 19 Confidential Documents and Confidential Information, in the absence of written  
 20 permission from a Designating Party, shall be used solely for purposes of the prosecution  
 21 and defense of the above-entitled litigation and shall not be used by any party for any  
 22 other purpose and shall not be disclosed to or discussed with any person other than as set  
 23 forth in this Stipulated Protective Order.

24 6. Notwithstanding anything to the contrary contained in this Order:

25 (i) Confidential Material may be disclosed to the persons and entities  
 26 listed in paragraphs 4 or 5 only after such person or entity has (a) been shown a copy of  
 27 this Protective Order, and (b) agreed to be bound by this Protective Order by signing an  
 28 Agreement in the form attached as Attachment 1. The original signed Agreement shall be

1 held by the Defense Counsel who is disclosing the Confidential Material to any person or  
2 entity listed in paragraph 4;

3 (ii) If Confidential Material is revealed during a deposition, then before  
4 the transcript is disseminated by the stenographer to counsel for the parties, the  
5 stenographer shall mark as "Confidential" the original and all copies of (a) the cover page,  
6 (b) all appropriate pages of the transcript, and (c) all appropriate exhibits;

7 (iii) If any Confidential Material is to be included with or otherwise  
8 disclosed in any document filed with the Clerk of this Court or any other Court, including,  
9 without limitation, any pleading, motion paper, brief, or deposition transcript, then before  
10 such document is filed the party wishing to file the document will submit a motion for  
11 filing under seal for the Court's consideration, and will not file the Confidential Material  
12 unless the Court grants the motion permitting the Confidential Material to be filed under  
13 seal, or unless some other means of protecting the Confidential Material is agreed upon by  
14 all parties, and

15 (iv) Confidential Material may be offered into evidence at trial or in any  
16 hearing, subject to procedures that will be established by the parties and the Court for the  
17 use and protection of such information. In this regard, if any party desires to use any  
18 Confidential Material in open Court at trial or in any hearing, then (a) at least seven court  
19 days before the trial or hearing, counsel for the party who desires to use the Confidential  
20 Material shall advise counsel for the party that designated the material as Confidential  
21 Material, in writing, of the Confidential Material that counsel desires to use at the trial or  
22 hearing, and (b) at least three court days before the trial or hearing, counsel for all parties  
23 shall meet in an effort to resolve any objections to the use of the Confidential Material,  
24 and to propose such amendments to this Order as the parties agree are necessary to assure  
25 the continued confidentiality of the Confidential Material. No Confidential Material shall  
26 lose its status as confidential, as the result of the use of such Confidential Information in  
27 any trial or hearing, provided that such use is consistent with the terms of this Order.

28

1           7. Every person who receives Confidential Material shall (i) keep all  
2 Confidential Material in strict confidence, (ii) not use any of the Confidential Material for  
3 any purpose unrelated to this litigation, and (iii) not copy or reproduce any of the  
4 Confidential Material for use in this action, except (a) to the extent such copying or  
5 reproduction is necessary to the prosecution or defense of this action, and (b) on the  
6 condition that all such copies or reproductions shall be subject to the terms of this Order.

7           8. Counsel for the parties to whom Confidential Material has been furnished  
8 shall be responsible for restricting disclosures of the Confidential Material in accordance  
9 with the provisions of this Protective Order.


10           9. The termination of proceedings in this action shall not relieve any person  
11 who receives any Confidential Material of the duty to maintain the confidentiality of the  
12 Confidential Material.

13           10. Nothing in this Stipulated Protective Order shall abridge the right of any person  
14 to seek judicial modification or amendment of this Order.

15           11. This Stipulated Protective Order shall not be construed as waiving any right to  
16 assert a claim of privilege, relevance, or other ground(s) for not producing Discovery  
17 Material.

18           12. Within ninety (90) days after final termination of this action, each Party shall  
19 assemble all documents and things furnished and designated by an other Party or non-party  
20 as containing Confidential Information and Confidential Documents and all copies,  
21 summaries, and abstracts thereof, and shall return such documents and things to the  
22 Producing Party; provided, however, that the attorneys of record for each Party shall be  
23 entitled to retain all pleadings, motion papers, trial, hearing, and deposition transcripts,  
24 legal memoranda, correspondence, work product and attorney-client communication that  
25 include or are derived from Protected Material.

26           13. This stipulation is for the Court's consideration and approval as an Order. It shall  
27 not be construed to create a contract between the Parties or between the Parties and their  
28 respective counsel.

1 14. The obligations created by this Stipulated Protective Order shall survive the  
2 termination of this lawsuit unless otherwise modified by the Court or stipulated by the  
3 Parties. ~~The Court shall retain jurisdiction, even after termination of this lawsuit, to~~  
4 ~~enforce the Stipulated Protective Order and to make such amendments and modifications~~  
5 ~~to this Order as may be appropriate.~~ 

6 15. This Stipulated Protective Order may be executed in one or more identical  
7 counterparts, each of which shall be deemed to be an original, but all of which together  
8 shall constitute one and the same instrument. Facsimile signatures of any Party upon the  
9 signature page of the Stipulated Protective Order shall be binding upon the Parties hereto  
10 and may be submitted as though such signatures were original signatures.

11 GOOD CAUSE EXISTING THEREFOR, IT IS SO ORDERED.

12 DATED 3/26 2009.



13  
14 ~~Alicemarie H. Stoller~~  
15 ~~UNITED STATES DISTRICT JUDGE~~

16 MARC L. GOLDMAN  
17 U. S. MAGISTRATE JUDGE  
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**ATTACHMENT 1**  
**IN THE UNITED STATES DISTRICT COURT**  
**FOR THE CENTRAL DISTRICT OF CALIFORNIA**

MEDICAL INTERMEDIARIES, L.L.C.,  
A California Corporation,

Case No: 8:08-CV-01059-AHS-MLG

Plaintiff/Counterdefendant

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AMERICAN STUDENT LOAN  
SERVICES, Inc., an Arizona Corporation,

Defendant/Counterclaimant.

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AMERICAN STUDENT LOAN  
SERVICES, Inc., an Arizona Corporation,

Counterclaimant,

v.

MEDICAL INTERMEDIARIES, L.L.C.,  
A California Corporation,

Counterdefendant.

**AGREEMENT TO BE BOUND BY STIPULATED PROTECTIVE ORDER**

I hereby certify that I have read the Stipulated Protective Order (the "Protective Order") entered in this case; I agree to be bound by the Protective Order; and I voluntarily submit to the personal jurisdiction of this Court for purposes of enforcement of the Protective Order and the imposition of any sanctions for contempt or other violation of the Protective Order.

\_\_\_\_\_  
Date

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
Signature